

## **WARREN COUNTY BOARD OF SUPERVISORS**

**COMMITTEE: PUBLIC SAFETY**

**DATE: FEBRUARY 13, 2012**

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**COMMITTEE MEMBERS PRESENT: OTHERS PRESENT:**

SUPERVISORS WOOD  
GIRARD  
BENTLEY  
THOMAS  
CONOVER  
STRAINER

BRIAN LAFLURE, DIRECTOR OF THE OFFICE OF EMERGENCY SERVICES/FIRE  
COORDINATOR  
C. SHAWN LAMOUREE, MAJOR, WARREN COUNTY SHERIFF'S OFFICE  
DANIEL STEC, CHAIRMAN OF THE BOARD  
PAUL DUSEK, COUNTY ADMINISTRATOR  
MARTIN AUFFREDOU, COUNTY ATTORNEY  
PATRICIA NENNINGER, SECOND ASSISTANT COUNTY ATTORNEY

**COMMITTEE MEMBER ABSENT:**

SUPERVISOR FRASIER

JOAN SADY, CLERK  
KEVIN GERAGHTY, BUDGET OFFICER  
SUPERVISORS KENNY  
MASON  
WESTCOTT  
JULIE PACYNA, PURCHASING AGENT  
REPRESENTING WASHINGTON COUNTY:  
ROGER WICKES, COUNTY ATTORNEY  
JAMES LINDSAY, CHAIRMAN OF THE PUBLIC SAFETY COMMITTEE  
NELSON CHASE, JR., CO-CHAIRMAN OF THE WARREN-WASHINGTON COUNTY  
REGIONAL EMERGENCY SERVICES TRAINING CENTER COMMITTEE  
RAY RATHBURN, FIRE COORDINATOR  
DON LEHMAN, *THE POST STAR*  
CHARLENE DIRESTA, SR. LEGISLATIVE OFFICE SPECIALIST

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Mrs. Wood called the meeting of the Public Safety Committee to order at 10:34 a.m.

Motion was made by Mr. Strainer, seconded by Mr. Thomas and carried unanimously to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board.

Privilege of the floor was extended to Brian LaFlure, Director of the Office of Emergency Services/Fire Coordinator, who advised the only item for discussion was the purchase of a MASK Confidence Building (MCB) for the Warren-Washington County Regional Emergency Services Training Center (WWCRESTC). Copies of the Bid Tabulation Sheet and supporting documentation were distributed to the Committee members; *copies of same are on file with the minutes.*

Mr. LaFlure stated the Board had approved Resolution No. 54 of 2012 at the January 20, 2012 Board meeting, which awarded the bid to the lowest responsible bidder, authorized the purchase of the MCB and authorized the Laberge Group to perform professional services relating to the WWCRESTC. Since that time, he continued, Sean Maguire, the County's contact at the New York State Department of State (NYSDOS), had advised that they approved of the amendments to the project; however, he added, Mr. Maguire had suggested additional funds be allocated towards capital assets. He apprised the cost of purchasing the MCB would be approximately \$118,000 and a decision had been made to allocate \$120,000 from the \$400,000 Shared Municipal Services Incentive Grant towards the MCB. He advised the funds expended on engineering previously could be reimbursed in the amount of \$123,000 which would leave a balance of \$200,000 for the Laberge Group's architectural fees. He added this meant the Laberge Group would not complete engineering services on an administrative building. He said everything would be completed with the exception of

architectural documents for the administrative building which would be the last building constructed on the campus. Mr. LaFlure apprised that once the bids for the purchase of the MCB were received, the WWCRESTC Committee, consisting of representatives from both Counties, met to review the bids and specifications. He added there had been several vendors who had been eliminated due to an inability to meet the bid specifications and/or the March 31, 2012 deadline. He stated the bid would be awarded to American Fire Training Systems, Inc. and he distributed a brochure containing the floor plans for the MCB to the Committee members; *a copy of the brochure is on file with the minutes*. He advised that a decision to move forward would be necessary today to allow the vendor time to complete the order by the deadline.

Mr. Girard asked about any possible obstacles and Mrs. Wood responded there were various concerns including the increased cost of the MCB and the need for a second Intermunicipal Agreement with Washington County. Martin Auffredou, County Attorney, explained an initial Intermunicipal Agreement had been executed in 2008 which detailed the cost sharing arrangement between Warren and Washington Counties for the WWCRESTC and called for a second Intermunicipal Agreement to detail the governance (management, maintenance, scheduling, etc.) of the WWCRESTC. He added the second Intermunicipal Agreement would need to be executed by March 31, 2012 in order to qualify for reimbursement under the Shared Municipal Services Incentive Grant Program. He commented that meeting the deadline would be a challenge but he felt it was possible as the current Intermunicipal Agreement provided framework upon which to draft the second Agreement. He advised the current Intermunicipal Agreement suggested utilizing SUNY Adirondack for the governance of the WWCRESTC and he added that Roger Wickes, Washington County Attorney, had commented that using SUNY Adirondack for that purpose would be ideal as they would be an independent third party.

Mr. Auffredou informed of a discussion between himself; Mr. Wickes; James Lindsay, Chairman of the Washington County Public Safety Committee; Patricia Nenninger, Second Assistant County Attorney; and Mr. Maguire, in which it was made clear that the Intermunicipal Agreement had to be executed by March 31, 2012. Paul Dusek, County Administrator, requested a report on the grant agreement status and Mr. Auffredou replied the grant agreement would expire on March 31, 2012. Mr. Auffredou apprised the amendment to the grant agreement had been reviewed favorably by the NYSDOS; however, he added, a written approval of the amendment would not be received prior to the deadline. He explained an email from Mr. Maguire had been received advising that the Counties should proceed; however, he pointed out that Mr. Maguire was not the NYSDOS representative with the authority to approve the amendment. Although it was unlikely, Mr. Auffredou continued, it was possible the NYSDOS would deny the amendment to the grant agreement. He stated the MCB would need to be ordered, delivered and paid for prior to the March 31, 2012 deadline. He added the site work would not be completed prior to the deadline but would be done utilizing County workforce labor. Mr. Auffredou pointed out that Mr. Maguire had informed of the possibility of submitting an application for funding in 2013 as well if the Counties decided to do some of the construction with the current grant and delay completion until future grant funding was awarded. A brief discussion ensued pertaining to the Intermunicipal Agreement.

Mr. Lindsay stated that the work would need to be completed prior to reimbursement and he asked if the site engineering would be completed by March 31, 2012 in order to qualify for reimbursement and Mr. LaFlure replied that the site engineering could be completed by the deadline if the contractor was given the notice to proceed soon. Mr. Lindsay apprised that there were members of the Washington County Public Safety Committee who had expressed their concern that Washington County had no ownership rights to the property. He added an agreement as to ownership of the property would need to be executed prior to the deadline and he noted Washington County would

be investing in excess of \$125,000 into the project. Mr. Auffredou stated the second Intermunicipal Agreement would include the specifics pertaining to ownership interest. Mr. Girard voiced his concern with the risks associated with the project and the possibility of expending the funds and not qualifying for reimbursement. Mr. Strainer asked if Washington County was seeking half ownership of the land, as they were already listed as half owners of the building and Mr. Lindsay replied affirmatively. Mr. Lindsay commented that the Washington County Public Safety Committee would want the agreement to be executed prior to expending the funds. Mr. Strainer opined it was important for emergency services personnel to have a safe environment for training. Mr. LaFlure mentioned that each County had already expended \$123,000 for the engineer which would only be reimbursed if the MCB was purchased by the deadline. He expressed his concern with the counties losing the \$400,000 in funding from the Shared Municipal Services Incentive Grant Program and noted that it was unlikely that grant funding would be awarded in the future.

Mrs. Wood stated it was necessary to decide if the County wanted to proceed with the purchase of the MCB given the risks associated with not meeting the deadline. Mr. LaFlure noted a remainder of approximately \$190,000 in the capital project fund, which was established in 2009. Mr. Bentley expressed his opinion that the County should move forward with the project. Mr. Auffredou expressed confidence in the Intermunicipal Agreement being executed prior to the deadline.

Motion was made by Mr. Bentley and seconded by Mr. Thomas to authorize an Intermunicipal Agreement with Washington County regarding the governance (management, maintenance, scheduling, etc.) of the Warren-Washington County Regional Emergency Services Training Center.

Mr. Thomas asked if there were any other obstacles to the Intermunicipal Agreement other than the ownership rights of the property and Mrs. Wood replied in the negative. Mr. Strainer questioned if the issue would need to be presented to the Washington County Public Safety Committee and Board of Supervisors and Mr. Lindsay replied affirmatively and added the cost of purchasing the MCB had been approved by Washington County at an estimated \$68,000 plus an additional \$250,000 for engineering. Mr. Lindsay stated the cost of purchasing the MCB had increased to \$118,000. Mr. Auffredou noted that as a result of the increase in the cost of purchasing the MCB, the Laberge Group had agreed to adjust their fee for engineering services and a letter stating same had been received. Mr. Girard inquired as to the amount already expended and Mr. LaFlure replied they had expended \$150,000 of which approximately \$25,000 was expended on the concept of locating the WWCRESTC on the SUNY Adirondack Campus which would not be eligible for reimbursement. Mr. Girard asked if the intent was to utilize the remaining funds for engineering and Mr. LaFlure responded it would be used for all site work except the purchase of the MCB.

Discussion ensued.

Mr. Strainer asked if Washington County was still interested in moving forward with the project and Mr. Lindsay responded that Washington County supported the project; however, he added, the Public Safety Committee had questioned the engineering costs; although once an explanation had been provided, Committee approval was given to proceed with the project. He expounded the reason he would present the issue to his Committee a second time was the increase in the purchase price for the MCB, which he said would be met with some resistance. He advised he would schedule a meeting of the Washington County Public Safety Committee as soon as possible. Mr. Strainer stated any decision made would be contingent on the decision made by Washington County and Mr. Auffredou advised the motion should be contingent on Washington County's approval of proceeding with the purchase of MCB.

Mr. Strainer asked if in-kind services could be used for the required local match of 10% and Mr. LaFlure replied affirmatively and added the in-kind services would need to be performed prior to the deadline. Mr. Wickes voiced his concern on the allocation of the site costs and the March 31, 2012 deadline. He said one building with multiple users wanting to utilize the building at the same time was a recipe for conflict. He noted that no funds had been earmarked for the completion of the site work as the grant funding would not cover the site work since it would not be completed prior to March 31, 2012. He said he had concerns that the MCB would be delivered and not placed on the site prior to the deadline. He commented it was vital that the language of the Intermunicipal Agreement be exact so there would be no question as to intent for those reading it in the future. He expressed it was important to work out all of the details on the partnership prior to the deadline. Pertaining to Mr. Wickes comment regarding the site work which would not be covered by grant funding due to it not being completed by the deadline, Mr. LaFlure responded that if the MCB was ordered by the deadline, they would receive a reimbursement of \$123,000 which would go back into the capital project fund for use on the site work. Mr. Wickes countered that both Counties would need to agree on how the funds would be expended and those details should be agreed upon prior to the deadline.

Julie Pacyna, Purchasing Agent, pointed out American Fire Training Systems, Inc. had stated in their proposal that the MCB would be completed six weeks after the receipt of the purchase order. She said a purchase order would be issued by each County and if that required Committee meetings by each County then the timeline would be tight for a six week project plus delivery time. Mr. Conover noted the contractor would be unable to meet the deadline unless Warren County chose to move forward; however, he added, even if Warren County made that decision it would be contingent on Washington County approving same. He asked the ramifications of the contractor not meeting the deadline and Mr. LaFlure replied the MCB was not required to be on the WWCRESTC Campus by the deadline, it could be completed at the factory by that date. Mr. LaFlure added they could take photos of the MCB while it was still at the factory, as long as it was paid for by March 31, 2012. Mr. Auffredou stated he would need to confirm that fact with the NYSDOS, as it had been his understanding that the MCB would need to be on site. Mr. LaFlure countered the MCB could not be on site by the deadline because the site work was not completed. Mr. Auffredou noted the MCB could be stored on the site until the completion of the site work.

Mr. Auffredou asked Ms. Pacyna if there had only been one bidder who could meet the deadline and Ms. Pacyna replied there had been two bidders who could meet the deadline but American Fire Training Systems, Inc. had been the lowest bidder. A brief discussion ensued pertaining to commodity bids.

Mr. Auffredou stated the Laberge Group had reviewed the bids and had discussed the deadline with the contractor. He noted there was a risk that the MCB would not be completed by the deadline; however, he added, he felt the due diligence had been done on impressing the timeline upon the contractor. Mr. LaFlure pointed out that they were discussing a facility which was modular in nature and basically consisted of five modified shipping containers and the inspection of the finished product would not be time consuming. Mr. Conover asked for clarification on the requirements necessary to meet the deadline and Mr. Auffredou replied it was his understanding the MCB would need to be delivered, reviewed and certified by the Laberge Group's architect in order to qualify for reimbursement. Mr. LaFlure informed that Mr. Maguire had stated reimbursement was contingent on proof the MCB had been purchased. Mr. LaFlure added the MCB could be in the parking lot of the manufacturer in an assembled state, as long as the architect was able to complete the inspection and photos could be taken. He further added proof that the payment had been made prior to March 31, 2012 was also required.

Mrs. Wood called the question and the motion was carried by majority vote, with Messrs. Girard and Conover voting in opposition, to authorize an Intermunicipal Agreement with Washington County regarding the governance (management, maintenance, scheduling, etc.) of the Warren-Washington County Regional Emergency Services Training Center, contingent on Washington County's approval to proceed with the purchase of the MASK Confidence Building. *A copy of the resolution request form is on file with the minutes and the necessary resolution was authorized for the February 17, 2012 Board meeting.*

Mrs. Wood presented a request on behalf of the Sheriff's Office to amend Resolution No. 637 of 2011, Approving and Adopting County Time Clock Policy and Procedure for Time and Attendance System, to add the Corrections Inspector title under the Sheriff/Jail section.

Motion was made by Mr. Bentley, seconded by Mr. Conover and carried unanimously to amend Resolution No. 637 of 2011 as outlined above. *A copy of the resolution request form is on file with the minutes and the necessary resolution was authorized for the February 17, 2012 Board meeting.*

As there was no further business to come before the Public Safety Committee on motion made by Mr. Thomas and seconded by Mr. Bentley, Mrs. Wood adjourned the meeting at 11:29 a.m.

Respectfully Submitted,  
Charlene DiResta, Sr. Legislative Office Specialist